

1 BILL NO. S-87-04-68

2 SPECIAL ORDINANCE NO. S-121-87

3 AN ORDINANCE approving the Contract
4 for Res. 905-86 - Westbury - Forest
5 Ridge Drive Sanitary Sewer, between
6 Land Excavating, Inc. and the City
of Fort Wayne, Indiana, in connection
with the Board of Public Works
and Safety.

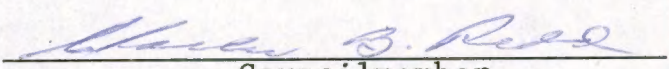
7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Res. 905-86 - Westbury -
10 Forest Ridge Drive Sanitary Sewer, by and between Land Excavating,
11 Inc. and the City of Fort Wayne, Indiana, in connection with
12 the Board of Public Works and Safety, for:


13 improved sanitary sewer conditions
14 per the attached Resolution;

15 the Contract price is Ninety-Two Thousand Seven Hundred Fifty
16 and No/100 Dollars (\$92,750.00), all as more particularly set
17 forth in said Contract, which is on file in the Office of the
18 Board of Public Works and Safety and, is by reference incorporated
19 herein, made a part hereof, and is hereby in all things ratified,
20 confirmed and approved. Two (2) copies of said Contract are
21 on file with the Office of the City Clerk and made available
22 for public inspection, according to law.

23 SECTION 2. That this Ordinance shall be in full force
24 and effect from and after its passage and any and all necessary
25 approval by the Mayor.

26
27 
Councilmember

28 APPROVED AS TO FORM
29 AND LEGALITY

30 
31 Bruce O. Boxberger, City Attorney
32

Read the first time in full and on motion by Redd
seconded by Bestub, and duly adopted, read the second time
by title and referred to the Committee City of Fort Wayne (and the Ci
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Way
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ .M., E.

DATE: 4-28-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd
seconded by Bestub, and duly adopted, placed on its
passage. PASSED (LEST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-12-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 5-121-87
on the 12th day of May, 1987,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 13th day of May, 1987,
at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of May,
1987, at the hour of 11:00 o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)

PROJECT: WESTBURY - FOREST RIDGE DRIVE SANITARY SEWER **Contract No.** 905-1986

CONTENTS

Resolution No. 905-1986

Check if Contained	Pages	
X	1	Cover Sheet
X	A/1 - A/3	Advertisement for Bids
X	I/1 - I/9	Instructions to Bidders
X	S/1 - S/2	Schedule
X	SI/1	Schedule of Items (2 SHEETS)
	S/	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial Statement Form 96A
X	PB/1-PB/3	Specimen Form-Payment Bond
X	PGB/1-3	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1-WS/2	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/3	Special Project Specifications
X	AP/1	Apartheid policy

ATTACHMENTS

	X		Project Plans Drawing # SY- 11171	
			General Specifications and Conditions	
			Detail Standard Construction Standards	
			WPCE Department, City of Port Wayne	
		EA/1-EA/4	Escrow Agreement	
		RW/1	Right-of-Way Cut Permit	
	X	NP/1	Notice to Proceed	
	X	CO/1-CO/2	Change Order - Specimen Form	
	X	NA/1	Notice of Award	
DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS _____%	20 CALENDAR DAYS _____%	30 CALENDAR DAYS _____%	OTHER _____%

ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. 2	Date

BID SUBMITTED

Land Excavating, Inc.
Contractor

By: Jack Braun
Its Jack Braun, President

Offer
Date April 15, 1987

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance J. Adams
O.C.2/85

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF PORT WAYNE
Board of Public Works & Safety

Poseta R. Gino
J. D. Conner

CITY OF PORT WAYNE

Win Moses, Jr., Mayor

AWARD
Date 4/20/87

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- | | | |
|-----------------------------|------------------|---------|
| 1. Copeland & Sons Trucking | 721 Leesburg Rd. | hauling |
| 2. | Fort Wayne, IN | |
| 3. | | |

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- | | | |
|---|--------------|------------|
| 1. Soils Engineering & Excavating, Inc. | P.O. Box 161 | LaOtto, IN |
| 2. | | |
| 3. | | |

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Land Excavating, Inc.

Contractor _____

By Jack Braun

By _____

Its Jack Braun, President

Its _____

☒ 14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

2. My Company has taken the following steps in an attempt to comply with the 17 1/2 hourly utilization figure:

On the majority of our projects this goal is being met. We will continue to strive to do so.

(attach additional sheets if necessary)

Contractor Land Excavating, Inc.

By

Jack Braun

Its

Jack Braun, President

☒ 15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

☒ 16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works & Safety

The Contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

WESTBURY DRIVE- FOREST RIDGE DRIVE SANITARY SEWER

Construction resolution 905-1986

All work will be performed in accordance with: Resolution #⁹⁰⁵⁻⁸⁶, the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF \$92,750.00. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The work shall be commenced within ten (10) days after the Board issues a written "Notice to Proceed". All work shall be completed within 90 days after issuance of the Notice to Proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X",) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liquidated damages in the sum of \$_____ per day for each and everyday after _____ days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of \$_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion day beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

O.C. 2/85

S-1

BOW/Non-Fed.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____ day of _____, 198__.

Firm Name: _____

By: _____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 15th day of April, 1987.

Land Excavating, Inc.

Name of Corporation

By: Jack Brian

President

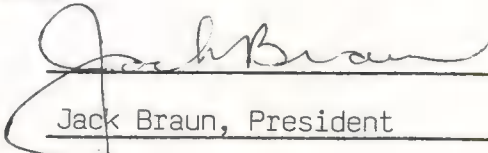
ATTEST:

Steve Elonza

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and _____ any _____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.



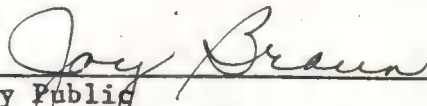
Jack Braun, President

Land Excavating, Inc.

Subscribed and sworn to before me by _____ Jack Braun
this 15th day of April, 198 7.

My Commission Expires:

April 28, 1990



Notary Public
Resident of _____ Noble _____ County

Subscribed and sworn to before me by _____
this _____ day of _____, 198 ____.

My Commission Expires:

Notary Public
Resident of _____ County

Subscribed _____ and _____ sworn _____ to _____ before _____ me
by _____ this _____ day of _____,
198 ____.

My Commission Expires:

Notary Public
Resident of _____ County


CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Jack Braun, the President
, of Land Excavating, Inc.
Position **Company**

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of March 1987, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: April 15, 1987


Signature
Jack Braun, President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County
and State this 15 day of April, 198 87.

Jay Braun
Notary Public
Resident of Noble County

My Commission Expires:

April 28, 1990

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Land Excavating, Inc.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of _____
Land Excavating, Inc., that Land Excavating, Inc.
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 15th day of April, 19 87.

Land Excavating, Inc.
(Name of Bidder/Vendor)

Jack Braun
(Name and Title of Person Signing)

Jack Braun, President

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

BID BOND

Bond No. _____

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS
A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we Land Excavating, Inc.
P.O. Box 192
LaOtto, IN 46763

as Principal, hereinafter called the Principal, and the RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto Board of Public Works & Safety
City of Fort Wayne
City County Bldg.
Fort Wayne, IN 46802

as Obligee, hereinafter called the Obligee, in the sum of 5% of the amount of the attached

bid----- Dollars (\$-----),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Westbury Drive - Forest Ridge Drive
Sanitary Sewer Resolution 905-1986

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of April A.D. 1987

Jay Braun
(Witness)

LAND EXCAVATING, INC.
(Principal) (Seal)
Jacob Braun
(Title) PRESIDENT

RELIANCE INSURANCE COMPANY

Gerald C. Kramer, Jr.
Gerald C. Kramer, Jr.

Attorney-In-Fact

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.



RELIANCE INSURANCE COMPANY

Vice President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986



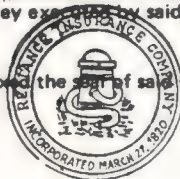
Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 15th day of April

19 87



Assistant Secretary

77-43-11
2/4/87

WESTBURY DRIVE - FOREST RIDGE DRIVE AREA

SANITARY SEWER IMPROVEMENT RESOLUTION 905-1986

Resolved by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that construction of a main sewer, which from its size and character is not only intended and adapted for use by the property holders whose property abuts along the line of said sewer, but it is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed across the Southeast Quarter of the Southeast Quarter Section 17, Township 30 North, Range 12 East, and the Northeast Quarter of the Northeast Quarter of Section 20, Township 30 North, Range 12 East, Allen County, Indiana.

LINE "A" SANITARY SEWER

Beginning at an existing sanitary sewer manhole located near the South corner of Lot #9 of Engle Ridge North Addition; thence Northeasterly along the South line of said Lot #9, 420± LF to a proposed manhole located 75± LF East of and 10± LF North of the Southeast corner of Lot #9 of said Engle Ridge North Addition; thence Northeasterly, 70± LF North of and parallel to the centerline of an existing tower line easement, a distance of 860± LF terminating at a proposed cleanout located 70± LF North of and 50± LF West of the centerline intersection of Ardmore Avenue and said I&M easement.

LINE "B" SANITARY SEWER

Beginning at a proposed manhole located 75± LF East of and 10± LF North of the Southeast corner of Lot #9 of Engle Ridge North Addition, said manhole more particularly described as being located on the East boundary line of Engle Ridge Addition 70± LF North of the centerline of I&M Electric Tower line easement; thence due "south" along the existing East boundary line of said Engle Ridge North Addition and tracts of land, now or formerly owned by Robert and Connie Coe, 902± LF to a proposed manhole located 163± LF West of and 30± LF South of the centerline intersection of the Westbury Drive with Engle Road; thence Easterly 135± LF terminating at a proposed cleanout located 30± LF South and 26± LF West of the centerline intersection of said Westbury Drive and Engle Road.

LINE "C" SANITARY SEWER

Beginning at a proposed manhole located 70± LF North of and 500± LF West of the centerline intersection of said I&M Electric Tower easement and Ardmore Avenue; thence Northwesterly 240± LF terminating at a proposed manhole located near the Southeast corner of a tract of land, now or formerly, owned by Ben and L.G. Gordon, said terminus point more particularly described as being 278± LF Westerly of and 100± LF North of the centerline intersection of Ardmore Avenue and Forest Ridge Drive.

LINE "D" SANITARY SEWER

Beginning at a proposed manhole located 70± LF North of and 500± LF West of the centerline intersection of said I&M Electric easement and Ardmore Avenue; thence Southerly 270± LF to a proposed manhole located 165± LF West of and 10± LF North of the centerline intersection of Ardmore Avenue and Westbury Drive; thence South, along existing space description lot lines 166± LF West of and parallel to said centerline of Ardmore Avenue 605± LF terminating at a proposed manhole located 100± LF North of Engle Road.

LINE "E" AND "F" SANITARY SEWER

Each sanitary sewer description begins at a common manhole located 165± LF West of and 10± LF North of the centerline intersection of Ardmore Avenue and Westbury Drive; thence Line "E" extends 90± LF Northeasterly 10 feet North of and along and parallel to said Westbury Drive centerline, terminating at a proposed cleanout; thence line "F" extends Southwesterly 10 feet North of and along and parallel to said Westbury Drive centerline terminating at a proposed cleanout.

All sanitary sewers shall be 8" inches in diameter.

And, said sewer with all its appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the Department of Public Works & Safety of said City.

The cost of said sanitary sewer improvement shall be paid and shared by City of Fort Wayne Sewer Utility and also benefitted property owners.

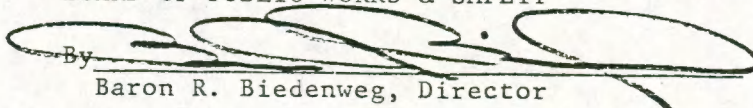
The property owners share of said improvement shall be apportioned against and paid by the property holders benefitted by said improvement, all according to the method and manner provided for in the Acts of the General Assembly of the State of Indiana, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments with interest at the rate set by the Board of Public Works & Safety, per annum, and shall be financed by the Barrett Law Revolving Improvement Fund as provided for in the above-entitled acts. All proceedings and any work done in said sewer improvement, assessment of property, collection of assessments and issuance of bonds, thereto and supplemental thereof.

ADOPTED this 4th day of February 1987.

BOARD OF PUBLIC WORKS & SAFETY

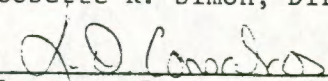
By


Baron R. Biedenweg, Director

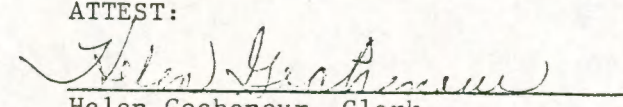
By

Cosette R. Simon, Director


By


Lawrence D. Consalvos, Director

ATTEST:


Helen Gochenour, Clerk

CONFIRMED
Board of Public Works & Safety


Lawrence D. Consalvos
Board of Public Works & Safety

BID TAB

DATE: 16 APRIL 1987

PROJECT: WESTBURY DR.-FOREST RIDGE DR. SANITARY RES. NO: 905-1986

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST: (\$)	AMOUNT (\$)	UNIT COST: (\$)	AMOUNT (\$)	UNIT COST: (\$)	AMOUNT (\$)	UNIT COST: (\$)	AMOUNT (\$)	UNIT COST: (\$)	AMOUNT (\$)	UNIT COST: (\$)	AMOUNT (\$)	UNIT COST: (\$)	AMOUNT (\$)		
1	18" PVC SDR 35 PIPE	3180	LF	23.00	73140.00	17.00	54060.00	14.79	47032.20	17.00	54060.00	23.06	73330.80	25.00	79500.00	26.00	82680.00		
2	12" CFM MANHOLE TYPE I-A	8	EA	1300.00	10400.00	1000.00	8000.00	1215.72	9725.76	1000.00	8000.00	1278.00	10224.00	1150.00	9200.00	1200.00	9600.00		
3	12" CFM DROP MANHOLE TYPE IV-A	2	EA	1500.00	3000.00	1500.00	3000.00	1705.44	3410.88	1550.00	3100.00	2198.00	4396.00	1250.00	2500.00	1600.00	3200.00		
4	12" CFM STANDARD CLEAN-OUT	4	EA	500.00	2000.00	250.00	1000.00	358.66	1434.64	335.00	1340.00	475.00	1900.00	350.00	1400.00	750.00	3000.00		
5	16" PVC SDR 35" HOUSE TAP EXTENSION	250	LF	8.00	2000.00	10.00	2500.00	15.14	3785.00	25.00	6250.00	9.75	2437.50	17.00	4250.00	12.00	3000.00		
6	16" T OR Y TAP UNIT INC. PERMIT	39	EA	150.00	5850.00	100.00	3900.00	112.78	4398.42	50.00	1950.00	160.00	6240.00	150.00	5850.00	135.00	5265.00		
7	173 STONE BACKFILL	300	CY	13.00	3900.00	7.00	2100.00	18.61	5583.00	13.00	3900.00	9.86	2958.00	8.50	2550.00	15.00	4500.00		
8	SPECIAL GRAVEL BACKFILL	200	CY	10.00	2000.00	5.00	1000.00	15.26	3052.00	5.25	1050.00	5.80	1160.00	5.50	1100.00	12.00	2400.00		
9	18" DEEP STONE FOR DRIVES & PARKING	200	SY	5.00	1000.00	2.00	400.00	5.24	1048.00	3.75	750.00	2.96	592.00	2.00	400.00	7.00	1400.00		
10	SEEDING AND 2" MULCH	9000	SY	1.00	9000.00	0.40	3600.00	0.69	6210.00	0.40	3600.00	0.43	3870.00	0.50	4500.00	1.50	13500.00		
11	DOUBLE CHIP&SEAL CFM STREET SPEC.	2800	SY	3.00	8400.00	2.00	5600.00	3.33	9324.00	2.35	6580.00	3.15	8820.00	2.25	6300.00	4.00	11200.00		
12	12" DEEP STRENGTH ASPHALT (STREET CUTS)	50	SY	40.00	2000.00	30.00	1500.00	23.00	1150.00	50.00	2500.00	41.00	2050.00	35.00	1750.00	75.00	3750.00		
13	RESTORATION	1	ILS	1000.00	1000.00	1590.00	1590.00	15743.50	15743.50	20000.00	20000.00	5600.00	5600.00	4000.00	4000.00	8000.00	8000.00		
14	FIELD TILE REPLACEMENT 4" TO 12" DIAMETER	800	LF	8.00	6400.00	5.00	4000.00	16.87	13496.00	15.00	12000.00	3.00	2400.00	4.00	3200.00	15.00	12000.00		
15	14" ASPHALT (3" BASE 1" SURFACE (FOR DRIVES)	50	SY	25.00	1250.00	10.00	500.00	9.20	460.00	30.00	1500.00	21.20	1060.00	22.00	1100.00	30.00	1500.00		
		TOTAL:			\$131,340.00	TOTAL: \$92,750.00			TOTAL: \$125,853.40			TOTAL: \$126,580.00			TOTAL: \$127,038.30			TOTAL: \$164,995.00	

Admn., Appr. _____

TITLE OF ORDINANCE Contract for Res. 905-86 - Westbury-Forest Ridge Dr.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety San. Sewer

SYNOPSIS OR ORDINANCE The Contract for Res. 905-86, Westbury-Forest Ridge

Drive Sanitary Sewer is described as per the attached Resolution.

Land Excavating, Inc., is the Contractor.

S-87-04-68

EFFECT OF PASSAGE Improved Sanitary Sewer conditions at Westbury-Forest
Drive San. Sewer

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$92,750.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-87-04-68

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract for
Res. 905-86 - Westbury - Forest Ridge Drive Sanitary Sewer,
between Land Excavating, Inc., and the City of Fort Wayne, Indiana,
in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

NO

Charles B. Redd CHARLES B. REDD
CHAIRMAN

Paul M. Burns PAUL M. BURNS
VICE CHAIRMAN

Thomas C. Henry THOMAS C. HENRY

Ben A. Eisbart BEN A. EISBART

Samuel J. Talarico SAMUEL J. TALARICO

CONCURRED IN 5-12-87

SANDRA E. KENNEDY
CITY CLERK